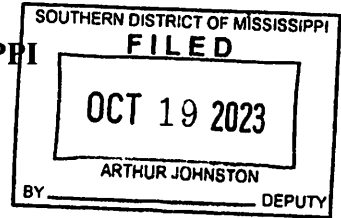


**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**



BMO HARRIS BANK N.A.,

Plaintiff,

v.

LNM ENTERPRISES LLC and
LINCOY MOLIERE,

Defendants.

Case No. 1:23-CV-59-LG-RPM

PRELIMINARY INJUNCTION

TO DEFENDANT LNM ENTERPRISES LLC:

IT BEING MADE TO APPEAR unto the Court that the Plaintiff, BMO Harris Bank N.A. (“Plaintiff”), has commenced an action for claim and delivery of personal property, described herein, allegedly under the possession and control of LNM Enterprises LLC (“Defendant”); and

IT FURTHER APPEARING that the Plaintiff is entitled to the within Preliminary Injunction pursuant to the allegations contained in the Motion for Preliminary Injunction and Prejudgment Writ of Possession, the Verified Complaint for Damages, Claim & Delivery, Specific Performance, and Injunctive Relief, and other documents filed herein and the provisions of Rule 65 of the Federal Rules of Civil Procedure;

IT FURTHER APPEARING that the Defendant was served with notice the hearing to consider the issuance of this Preliminary Injunction;

IT FURTHER APPEARING that the Plaintiff has demonstrated good cause exists for the issuance of such Preliminary Injunction under Rule 65(a) of the Federal Rules of Civil Procedure and other applicable law as the Plaintiff will suffer immediate and irreparable harm without the injunction, Defendant and other interested parties will not be caused substantial harm by the issuance of this injunction, public policy favors the issuance of this injunction, and Plaintiff has demonstrated a strong likelihood of success on the merits;

NOW, THEREFORE, IT IS HEREBY ORDERED that Defendant, and Defendant’s agents, servants, employees, transferees, assigns, attorneys, and all persons acting in concert with Defendant including, but not limited to, Lincoy Moliere, are hereby enjoined and restrained from damaging, diminishing, removing, concealing, transferring, converting, selling, or taking any action whatsoever which would impair Plaintiff’s rights in the property which is the subject of this action. Said property is more particularly described as four commercial tractors (the “Collateral”). A detailed list of the units of Collateral is attached hereto as **Exhibit A**.

IT IS FURTHER ORDERED that Defendant and any other person or entity in active concert or participation with Defendant having actual notice of this Preliminary Injunction by personal service or otherwise, are hereby required to: (1) contact Plaintiff's representative (Nolan Broadie; nolan.broadie@bmo.com or 319-832-3512) by the end of the next business day after receiving notice of this Preliminary Injunction and disclose the precise location of each and every item of Collateral; and (2) by the end of the second business day after receiving notice of this Preliminary Injunction, surrender the Collateral in its possession, custody, or control to Plaintiff at one or more locations to be designated by Plaintiff's representative and take all actions necessary to allow Plaintiff to obtain access to and possession of the Collateral, including terminating sub-leases, if any, and obtaining the Collateral from any third parties who may have possession, custody, or control over the Collateral, including but not limited to third party sub-lessees.

IT IS FURTHER ORDERED that in the event that one or more of the units of the Collateral is located within the territorial boundaries of the State of Mississippi, the U.S. Marshal or the Sheriff of any County in the State of Mississippi where the Collateral may be situated, or any duly authorized representative(s) of the same, is directed to seize the Collateral by any and all legal means. If the Collateral, or any of it, is concealed in a building or elsewhere, and a demand made by the Marshal, Sheriff and/or its representative(s) for its delivery is refused or there is no response, then the Marshal or Sheriff shall cause the building or other enclosure to be broken open and shall take the Collateral therefrom, or, alternatively, shall secure the building or other enclosure by any reasonable means including, without limitation, changing the locks of the building or other enclosure.

IT IS FURTHER ORDERED that the Plaintiff shall post a bond with this Court in the amount of \$378,250.00 to serve as security for any potential claim for the wrongful enjoining of the Defendant in this matter;

IT IS FURTHER ORDERED that this Preliminary Injunction shall remain in effect until further notice from this Court.

ENTERED this the 19TH day of October, 2023 at 2:15 P.m.


UNITED STATES DISTRICT JUDGE

EXHIBIT A

Year	Make	Model	Desc.	VIN
2016	Peterbilt	579-Series	Tractor	1XPBDP9X6GD307955
2017	Kenworth	T680-Series	Tractor	1XKYD49X9HJ144171
2017	Kenworth	T-680 Series	Tractor	1XKYDP9X7HJ150925
2018	Kenworth	T-680 Series	Tractor	1XKYDP9X8JJ193658